



**COMMANDER, U.S. PACIFIC COMMAND
(USPACOM)
CAMP H.M. SMITH, HAWAII 96861-4028**

USPACOMINST 0202.1
J12
15 Nov 06

USPACOM INSTRUCTION 0202.1

Subj: U.S. PACIFIC COMMAND (USPACOM) INTERGOVERNMENTAL
PERSONNEL ACT (IPA) MOBILITY PROGRAM

Ref: (a) Department of the Navy Civilian Human Resources
Manual (DON CHRM), Subchapter 334.1, Temporary
Assignments under the IPA
(b) 5 U.S. Code, Sections 3371-3376
(c) 5 Code of Federal Regulations 334

Encl: (1) Assignment Agreement (OF 69)
(2) IPA Program Management Certification

1. Purpose. To provide guidance and establish responsibilities and procedures to execute IPA assignments within the USPACOM in accordance with references (a) through (c).

2. Applicability and Coverage. This instruction applies to Headquarters (HQ), USPACOM and USPACOM subordinate activities. The HQ USPACOM Manpower, Personnel and Administration Directorate (J1), shall be responsible for overall management of the IPA Mobility Program within the USPACOM area of responsibility. This program provides a unique opportunity to acquire highly talented personnel from state and local governments, institutions of higher education, Indian tribal governments, qualifying non-profit organizations, and federally-funded research and development centers to work at HQ USPACOM or USPACOM subordinate activities under a temporary, short term or detail assignment to serve a public purpose. It provides a means for effectively and efficiently accomplishing work of mutual concern and benefit to HQ USPACOM and/or USPACOM subordinate activities and the participating non-federal organization. This also applies to the assignment of a current HQ USPACOM and/or USPACOM subordinate activity employee to an organization identified above.

a. IPA assignments may be used to achieve critical mission objectives such as: (1) strengthening management capabilities of participating organizations; (2) sharing scarce expertise; (3) assisting in the transfer and use of new technologies and

15 Nov 06

approaches to solving governmental problems; (4) serving as an effective means of involving state and local officials in developing and implementing Federal policies and programs; and (5) providing program and developmental experience that will enhance the assignee's performance in his/her permanent or regular position and the mission of the agency.

b. IPA assignments are not to be used as: a recruitment mechanism to assist the participant in securing permanent employment with the organization to which the participant is assigned; or as a management option to avoid manpower ceilings. IPAs are management initiated, based on the benefits gained to USPACOM and the non-federal organization, not the desires or personal needs of an individual. The assignment is voluntary and must be agreed to by the employee. The agreement must be done in writing.

c. Non-federal employees on an IPA assignment to HQ USPACOM and/or to a USPACOM subordinate activity:

(1) Remain employees of their permanent employing organizations;

(2) May be assigned to an established, classified position or may be assigned to a set of ad hoc, unclassified duties relevant only to the specific assignment;

(3) Must have been employed permanently by their non-federal organization at least 90 days prior to entering into an IPA agreement with HQ USPACOM and/or USPACOM subordinate activities;

(4) May serve on a single IPA assignment for four continuous years and may not be sent to another assignment without at least a 12-month return to their sponsoring organization/employer. Successive assignments without a break of at least 60 calendar days are regarded as continuous service under the mobility authority.

(5) Will not use a Senior Executive Service position for an IPA assignment at HQ USPACOM and/or USPACOM subordinate activity.

3. Responsibilities

a. HQ USPACOM staff agencies/directorates and/or USPACOM subordinate activity commanding officers will:

(1) Negotiate with the participating non-federal organization any cost-sharing arrangements associated with the IPA assignment. Ensure that the non-federal organization has a written agreement that records and specifies the proper allocation of all costs. Costs may include basic pay, supplemental pay, fringe benefits, travel, and relocation expenses. Under no circumstances, however, will HQ USPACOM and/or USPACOM subordinate activities authorize the payment of salary or other expenses of any individual employed by a non-federal entity for the purpose of securing or qualifying for a future IPA assignment. The reimbursement of any indirect costs or administrative costs associated with the IPA assignment from a non-federal organization to HQ USPACOM staff agencies/directorates and/or USPACOM subordinate activities must also be included in the written agreement for HQ USPACOM to determine/authorize such indirect costs. Absent such an agreement, HQ USPACOM and/or the USPACOM subordinate activity will not authorize the reimbursement of costs associated with the IPA agreement.

(2) Be responsible for funding cost-sharing arrangements by coordinating a fund cite request with J1, Staff Judge Advocate (J06) and HQ Commandant (J02HQ) for funding document preparation.

(3) Ensure that each proposed assignment is carefully examined to ensure that it is for sound purposes and furthers the goals and objectives of the participating organizations.

(4) Ensure the annual compensation, excluding benefits, but including base pay, allowances, differentials, bonuses, and awards not exceed Level I of the Executive Schedule (see pay scale at www.opm.gov/oca/06tables/indexSES.asp). Any exceptions must be justified in writing to the Director, Office of Civilian Human Resources (OCHR) for approval via HQ USPACOM, J1.

(5) Approve/disapprove all proposed IPA assignments that do not require OCHR approval. HQ USPACOM and/or the USPACOM subordinate activity requesting official, the non-

15 Nov 06

federal entity and the employee must sign enclosure (1) and be accompanied by enclosure (2). The certification requires the appropriate senior manager (Chief of Staff (CoS)) to sign as the approving official that the IPA assignment is in the best interest of HQ USPACOM. The Commanding Officer at USPACOM subordinate activities will be the approving authority for IPA assignments.

(6) Ensure that IPA agreement modifications or extensions are routed to the HQ USPACOM CoS or the Commanding Officer for USPACOM subordinate activities, for review and approval via J1. IPA assignments can be made for up to two years and may be intermittent, part-time, or full-time. The agreement may be extended for an additional two years. However, IPA agreement assignments for four continuous years on a single assignment may not be sent on another assignment without at least a twelve month return to duty with his or her regular employer.

(7) Assignments can be terminated at any time at the option of HQ USPACOM staff agencies/directorates and/or subordinate activity head or the non-federal organization. Notification of termination should be issued 30 days prior, in writing, clearly stating reasons for the termination. DON or J1 may terminate an assignment or take corrective measures when an assignment is found to violate IPA regulations. In the event that the assignee is no longer employed by his original employer, the assignment must be terminated.

(8) Assignment agreements must be accurate and capture significant changes in the employee's duties, responsibilities, salary, work assignment location or supervisory relationship. Each change requires a modification to the original agreement. Minor changes such as salary increases due to annual pay adjustments, changes in benefits due to revised coverage, and very short term changes in duties do not require a modification.

b. HQ USPACOM J1 will serve as the IPA Program Manager and will:

(1) Provide technical advice, guidance, and procedures to subordinate activities.

(2) Monitor and evaluate IPA use to ensure compliance with DON policy.

(3) Administer the IPA Program in accordance with established DON CHRM 334.1 and this instruction.

(4) Ensure that IPA assignments are established in accordance with the intent and purpose of the DONs IPA Program guidelines.

(5) Forward copies of IPA agreements to the OCHR IPA Program Manager; and, if applicable, obtain written justification from the activity's requesting official and submit requests for approval of IPA assignments in need of an "other organization" eligibility determination to OCHR prior to entering into an assignment agreement with HQ USPACOM and/or USPACOM subordinate activities (i.e., if the non-government agency is certified to participate in the IPA program). OCHR will review and approve organizations' eligibility certifications.

(6) Maintain data for program reports as specified by reference (a) and conduct periodic reviews to ensure proper execution of the terms of approved detail assignments.

(7) Provide advice and guidance to the Human Resources Office accountable for execution of IPA agreements; and ensure that management officials are advised of the Merit Systems Principles, applicable law, and regulations.

4. Forms. OF 69, Assignment Agreement and IPA Program Management Certification, Appendix A to reference (a) may be reproduced locally or obtained through HQ USPACOM J1.



W. V. ALFORD, JR.
Rear Admiral, USN
Chief of Staff

Distribution: (USPACOMINST 0902.1)
List IA, B1, 4, 5
List IIB3

OF 69 # (Rev. 2-89)

U.S. Office of Personnel Management

FPM Chapter 334

Assignment Agreement

Title IV of the Intergovernmental Personnel Act of 1970 (5 U.S.C. 3371 - 3376)

INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

The term "State or local government," when appearing on this form, also refers to an institution of higher education, an Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 30 days of the effective date of the assignment, two copies of this form must be sent to:

U.S. Office of Personnel Management
Personnel Mobility Program
Staffing Operations Division/CEG
1900 E Street, NW
Washington, D.C. 20415

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff of the Personnel Mobility Programs in the U.S. Office of Personnel Management.

PART 1 - NATURE OF THE ASSIGNMENT AGREEMENT

1. Check Appropriate Box

☐

New Agreement

☐

Modification

☐

Extension

PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (Last, First, Middle)

3. Social Security Number

4. Home Address (Street, City, State, ZIP Code)

5.- A. Have you ever been on a mobility assignment?

☐ YES☐ NO

5.- B. If "YES", date of each assignment (Month and Year)

From

To

PART 3 - PARTIES TO THE AGREEMENT

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)

7. State or Local Government (Identify the governmental agency)

8. Is assignment being made through a faculty fellows program?
If "YES", give name of the program.☐ YES☐ NO**PART 4 - POSITION DATA****A - Position Currently Held**

9. Employment Office Name and Address (Street, City, State and ZIP Code)

10. Employee's Position Title

11. Office Telephone Number
(Include the Area Code)

12. Immediate Supervisor (Name and Title)

B - Type of Current Appointment

13. Federal Employees (Check appropriate box.)

☐ Career Competitive☐ Other (Specify):

Grade Level

14. State and Local Employees

State or Local Annual Salary

Original Date Employed by the
State or Local Government (Month,
Day,
Year)**C - Position To Which Assignment Will Be Made**

15. Employment Office Name and Address (Street, City, State and ZIP Code)

16. Assignee's Position Title

17. Office Telephone Number
(Include the Area Code)

18. Immediate Supervisor (Name and Title)

Previous edition is usable

50 69 - 105

Enclosure (1)

PART 5 - TYPE OF ASSIGNMENT

19. Check Appropriate Boxes

- | | |
|---|---------------------------------------|
| <input type="checkbox"/> On detail from a Federal agency | <input type="checkbox"/> Full Time |
| <input type="checkbox"/> On leave without pay from a Federal agency | <input type="checkbox"/> Part Time |
| <input type="checkbox"/> On detail to a Federal agency | <input type="checkbox"/> Intermittent |
| <input type="checkbox"/> On appointment in a Federal agency | |

20. Period of Assignment (Month, Day, Year)

From

To

PART 6 - REASON FOR MOBILITY ASSIGNMENT

21. Indicate the reasons for this mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

PART 7 - POSITION DESCRIPTION

22. List the major duties and responsibilities to be performed while on the mobility assignment.

PART 8 - EMPLOYEE BENEFITS

23. Rate of Basic Pay During Assignment

24. Special Pay Conditions (Indicate any conditions that could increase the assigned employee's compensation during the assignment period)

25. Leave Provisions (Indicate the annual and sick leave benefits for which the assigned employee is eligible. Specify the procedures for reporting, requesting and recording such leave.

PART 9 - FISCAL OBLIGATIONS

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations (If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)

27. State or Local Government Agency Obligations

PART 10 - CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT

- ☐ 28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.
- ☐ 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

PART 11 - OPTIONS

30. Indicate coverage "N/A", if not applicable.

A. Federal Employees Group Life Insurance

☐ Covered ☐ N/A

B. Federal Civil Service Retirement system or Federal Employees Retirement System

☐ Covered ☐ N/A

C. Federal Employee Health Benefits

☐ Covered ☐ N/A

31. State or Local Agency Benefits (Indicate all State employee benefits that will be retained by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by the Federal employee on leave without pay from the Federal agency to a State or local agency.)

32. Other Benefits (Indicate any other employee benefits to be made part of this agreement)

PART 12 - TRAVEL AND TRANSPORTATION EXPENSES AND ALLOWANCES

32. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 334 of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES

34. Check Appropriate Boxes

- ☐ A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
- ☐ B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- ☐ C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- ☐ D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- ☐ E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary) of my assignment. *(For Federal employees only)*

PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment (<i>Name of Organization</i>)	36. Date (<i>Month, Day, Year</i>) From _____ To _____
37. Signature of Assigned Employee	38. Date of Signature (<i>Month, Day, Year</i>)

PART 15 - CERTIFICATION OF APPROVING OFFICIALS

In signing this agreement, we certify that:

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status and pay.

State or Local Government Agency	Federal Agency
39. Signature of Authorizing Officer	40. Signature of Authorizing Officer
41. Date of Signature (<i>Month, Day, Year</i>)	41. Date of Signature (<i>Month, Day, Year</i>)
43. Typed Name and Title	42. Typed Name and Title

PRIVACY ACT STATEMENT

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personnel and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law agencies, or by State, local, or Federal income

taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to provide any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.

APPENDIX A

IPA PROGRAM MANAGEMENT CERTIFICATION

Name of IPA assignee: _____

Command/Activity: _____

I certify that:

- 1) This IPA assignment meets the requirements and intent of Department of the Navy (DON) policy regarding employment under the IPA Program. This IPA assignment is cost effective and is in the best interest of the DON.
- 2) The above named IPA assignee has been employed in a position with the sponsoring organization for at least 90 days prior to entering into an IPA agreement within the DON.
- 3) The above named individual has not served on an IPA assignment for four continuous years without at least a 12-month return to his or her sponsoring organization.

(Approving Official Signature)

(Date)

(This form must be certified at the Echelon I or II command level by a Flag Officer or Senior Executive Service member).